Contract NO. 2022-ERGS-XSTL-QT-004

GEODETIC SERVICES CONTRACT
测量服务合同

Party A: **SHANDONG LUQIAO GROUP CO. LTD**
OGRANAK BEOGRAD-Novi Beograd

Party B: **GEO-JANJA DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU BEOGRAD (ČUKARICA)**

测量服务合同(合同编号: 2022-ERGS-XSTL-QT-004)于2022年02月17日在贝尔格莱德签订，签约双方:

Geodetic Service Contract (Contract number: 2022-ERGS-XSTL-QT-004) concluded in Belgrade, on 17.02.2022 between:

Party A 甲方：SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije I Kine 4, Novi Beograd. Represented by Mr. Wang Yong

And 和

Party B 乙方：GEO-JANJA DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU BEOGRAD (ČUKARICA), MB: 20360771, PIB: 105335423, Lazarevački drum 11, Beograd-Čukarica. Represented by Mr.Miloš Janjić.

为完成匈塞铁路 Km128+849.48 至 Km184+635.07 段大地测量工作，甲方委托乙方提供测量服务。经友好协商，双方达成如下协议:

In order to complete the geodetic works of the section from Km128+849.48 to Km184+635.07 of the Hungary-Serbia Railway, Party A entrusts Party B to provide geodetic services. After friendly negotiation, the two parties reached the following agreement:

ARTICLE 1 第一条

SUBJECT OF THE CONTRACT 合同标的

经甲方委托，乙方同意实施匈塞铁路 Km128+849.48 至 Km184+635.07 段大地测量工作，具体应包括但不限于以下工作内容:

1.1 大地测量网络的水准测量

1.2 GPS 静态测量

1.3 完成水准测量及 GPS 静态测量等有关的测量报告/技术文件的编制

1.4 其他与构建大地测量网络相关的工作

所有上述工作都与大地测量工程项目一致，若有必要，甲方对每个点进行确认。

Entrusted by Party A, Party B agrees to implement the geodetic survey of the section from Km128+849.48 to Km184+635.07 of the Hungary-Serbia Railway, which shall include but not be limited to the following:

1.1 Leveling surveying of the Geodetic Network.

1.2GPS Static Measurement.

1.3 Complete the preparation of measurement reports/technical documents related to leveling surveying and GPS static measurement.

1.4 Other work related to the construction of the geodetic network.

All these works are consistent with the geodetic engineering project, if necessary, Party A will confirm each point.

ARTICLE 2 第二条

STANDARDS AND SPECIFICATIONS 标准和规范

2.1 为使构建的大地测量网络满足施工需求，乙方承诺严格按照匈塞铁路 Km128+849.48 至 Km184+635.07 段的设计图纸、相关大地测量技术标准及甲方的要求执行大地测量工作。

2.1 In order to make the constructed geodetic network meet the construction requirements, Party B undertakes to carry out the geodetic works in strict accordance with the design drawings of the section Km128+849.48 to Km184+635.07 of the Hungary-Serbia Railway, the relevant technical standards for geodetic works and the requirements of Party A.

ARTICLE 3 第三条

PRICE OF THE GEODETIC SERVICE 测量服务价格

3.1 本合同为固定单价合同，不含增值税的合同总价为 34250 欧元（即：三万四千二百五十欧元）。包括完成第一条及第二条中规定的所有测量工作、完成水准测量及 GPS 静态测量等有关的测量报告/技术文件的编制、协助甲方进行测量工作、提供测量相关技术咨询服务等全部费用。

3.1 This contract is a fixed unit price contract, the total contract price excluding VAT is 34,250 euros (in words: thirty four thousand two hundred fifty euros). Including all the costs of completing all the geodetic works stipulated in ARTICLE 1 and ARTICLE 2, Complete the preparation of measurement reports/technical documents related to leveling surveying and GPS static measurement, assisting Party A in the geodetic work, and provide technical consulting services related to geodetic surveying, etc.

3.2 价格构成：

100 个铁路新控制点 x 200 欧元/个 = 20 000 欧元

57 个桥梁新控制点 x 250 欧元/个= 14 250 欧元

以上费用已包含了在匈塞铁路 Km128+849.48 至 Km184+635.07 段完成合同中规定所有测量工作的全部费用。其余所有未详细列出的费用视为已包含在对应的单价中。

3.2 Price composition:

100 points GMP x 200 euro = 20 000 euro

57 points GMO x 250 euro = 14 250 euro

The above costs have included all the costs for completing all the geodetic works

specified in the contract on the section Km128+849.48 to Km184+635.07 of the Hungary-Serbia Railway. All other charges not listed in detail are considered to be included in the corresponding unit price.

ARTICLE 4 第四条

DEADLINE FOR COMPLETING THE GEODETIC WORKS 完成测量工作截止日期

4.1 完成本合同规定的所有测量工作的截止日期为 2022 年 3 月 1 日。除非甲方代表另有通知，完成测量工作的截止期限不得改变。

为如期完成所有测量工作，乙方应配备足够的专业测量人员及测量设备。

4.1 The deadline for completing all geodetic works stipulated in this contract is March 1st, 2022. Unless otherwise notified by the representative of Party A, the deadline for completing geodetic work shall not be changed.

In order to complete all survey work as scheduled, Party B shall be equipped with sufficient Professional surveyors and measuring equipment.

4.2 若乙方在约定的截止日期后 10 个日历日内仍未完成全部测量工作，甲方有权单方面解除合同，解除合同后，乙方应一天内撤离现场。

撤离现场后，乙方必须交付给甲方所有测量数据、未完成及已完成的测量报告/技术文件等成果。甲方根据被双方视为已完成测量工作的大地测量控制点的数量，按照本合同 3.2 条中规定的单价的 60%支付乙方费用,若乙方拒绝交付，则甲方有权拒绝付款。

4.2 If Party B has not completed all the geodetic works within 10 calendar days after the agreed deadline, Party A has the right to unilaterally terminate the contract. After the termination of the contract, Party B shall leave the site within one day.

After leaving the site, Party B must deliver to Party A all measurement data, unfinished and completed measurement reports/technical documents and other results. Party A shall pay Party B the fee according to the number of geodetic control points deemed by both parties to have completed the surveying work according to 60% of the unit price specified in Article 3.2 of this contract. If Party B refuses to deliver, Party A has the right to refuse the payment.

ARTICLE 5 第五条

PAYMENT METHOD 付款方式

5.1 甲方将在乙方完成所有工作并出具证明书后 30 天内支付所有款项。

在支付测量费用前，测量数据、编制完成的水准测量及 GPS 静态测量有关的测量报告/技术文件需要合同双方验收合格，验收合格后，方可进行付款；若验收不合格，乙方必须采取措施进行补救。

乙方银行账号：_____

5.1 Party A will pay all payments within 30 days after Party B completes all work and issues a certificate.

Before paying the geodetic fees, the geodetic data, the survey reports/technical documents related to the GPS static survey and the leveling survey and need to be accepted by the both contract parties. Payment can be made only after the acceptance is passed; If the acceptance fails, Party B must take measures to remedy.

The bank account number of Party B: _____

5.2 款项应以塞尔维亚第纳尔支付，塞尔维亚第纳尔金额按照发票开具当天塞尔维亚国家银行（https://nbs.rs/）公布的中间汇率计算。

5.2 Payments shall be made in Serbian Dinars, and the amount shall be calculated at the middle exchange rate published by the National Bank of Serbia (https://nbs.rs/) on the day the invoice is issued.

ARTICLE 6 第六条

OBLIGATIONS AND RIGHTS OF Part B 乙方的义务和权利

6.1 为如期完成大地测量工作，乙方有义务在施工现场安排足够的大地测量人员及测量设备进行大地测量工作。

6.1 In order to complete the geodetic survey work as scheduled, Party B is obliged to arrange enough geodetic survey personnel and measuring equipment to carry out the geodetic survey work on the construction site.

6.2 乙方有义务将甲方的利益视为自己的利益并采取相应的行动。

6.2 The Part B is obliged to take into account the interests of the Part A as his own and to act accordingly.

6.3 在实施大地测量工作中，乙方人员应保证己方人员安全并遵守甲方的安全要求，若发生任何安全事故，其安全事故责任及导致的损失等后果由乙方承担。

6.3 During the implementation of the geodetic survey, the personnel of Party B shall ensure the safety of their own personnel and comply with the safety requirements of Party A. If any safety accident occurs, the responsibility for the safety accident and the resulting losses shall be borne by Party B.

6.4 乙方仅从甲方的负责人处收到执行工程的命令。

6.4 The Part B receives orders for execution of works only from the responsible person of the Part A.

6.5 乙方有义务执行合同中规定的任何冗余和后续工作。

6.5 The Part B is obliged to perform any redundancies and subsequent works that will be defined in the contract.

6.6 乙方应配合甲方制定大地测量工作计划，并严格按照计划实施大地测量工作。
6.6 Party B shall cooperate with Party A to formulate the geodetic work plan, and implement the geodetic work in strict accordance with the plan.

ARTICLE 7 第七条

OBLIGATIONS AND RIGHTS OF Part A 甲方的义务和权利

7.2 甲方有义务在测量工作中对乙方进行检查及监督，邀请监理参与检查及验收。
7.2 Party A is obliged to inspect and supervise Party B in the geodetic work, and invite the supervisor to participate in the inspection and acceptance.

7.3 按照合同规定及时并足额支付大地测量费用。
7.3 Pay the geodetic work fee in time and in full according to the contract.

Miscellaneous 其他

8.1 乙方应对甲方、投资者或第三方造成的任何损害负责。损坏费用由乙方承担。
The Part B is responsible for any damage caused to the Part A, INVESTOR or third parties. The costs of damage are borne by the Part B.

8.2 本合同双方签字盖章后生效，并在本合同所有条款履行完毕之日前有效。 双方均有权通过友好协商提前解除合同。双方同意一切争议应通过协商解决，如协商不成，由贝尔格莱德商事法庭解决。
8.2 The contract shall be effective after signed and stamped by both parties, and until to the day all the provisions in the contract have been performed. Both parties shall be entitled to terminate the contract in advance through amicable negotiation. Both parties agree that all disputes shall be resolved by negotiations, in case dispute fails to be settled, it shall be resolved by Belgrade Commercial Court.

8.3 本合同以中文和英文订立。 如果两种语言之间有任何差异，应以英文版本为准。
8.3 This contract is concluded in Chinese and English. In the event of any discrepancy between the two languages, the English version shall prevail.

8.3 本合同一式四份。 甲方持有两份，乙方持有两份。

8.3 The Contract is made in four identical copies. Party A holds two copies, Party B holds two copies.

SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd	GEO-JANJA DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU BEOGRAD (ČUKARICA)
Party A	Party B
Signature and official seal	Signature and official seal
甲方签字:	乙方签字:
Name 姓名: Wang Yong	Name 姓名: Miloš Janjić
Date 日期: 2022.02.17	Date 日期: